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Attorneys for Plaintiff WORLD FUEL SERVICES
(SINGAPORE) PTE LTD

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

WORLD FUEL SERVICES
(SINGAPORE) PTE LTD,

Plaintiff,

v.

ZHONG XIN PEARL M/V, IMO Number
9684134 , *in rem*,

Defendant.

IN ADMIRALTY

Case No. 3:20-cv-07423-JCS

DECLARATION OF G. ROBERT TONEY IN
SUPPORT OF PLAINTIFF'S APPLICATION
FOR APPOINTMENT OF SUBSTITUTE
CUSTODIAN

I, G. Robert Toney, am the Chairman of National Liquidators & National Maritime Services, Inc., a Florida corporation headquartered in Fort Lauderdale, Florida ("National Maritime Services" or "National"), and declare that:

1. I am familiar with the ZHONG XIN PEARL M/V, IMO Number 9684134 (the "Vessel"), described in the Verified Complaint accompanying this Declaration, at least to the extent of her size, type, construction material, and general usage, and attest that National Maritime Services can provide adequate supervision for, and can safely keep, the Vessel in place of the U.S. Marshal during the pendency of this action and until further order of the Court; and, in this regard, National Maritime Services would exercise due care to preserve and protect the Vessel during the custodianship.

2. National Maritime Services is a professional vessel substitute custodian, which operates nationwide in the United States, its Territories, and Possessions. National has been approved to act as a vessel substitute custodian by the U.S. District Courts in numerous cases, including those before the Northern District of California.

3. As the appointed Substitute Custodian of the Vessel, National Maritime Services will:

- a. Attend the Supplemental Rule D arrest of the Vessel with the U.S. Marshal;
- b. Immediately assume the Substitute Custodianship of the Vessel from the Marshal;
- c. Conduct an inventory of the Vessel by confirming and recording the location of personal property, equipment, fixtures, and appurtenances on board the Vessel;
- d. Oversee any movement of the Vessel from its current location to a more suitable anchorage or mooring within the District, should the Court subsequently make such an Order;
- e. Be responsible for the safekeeping of the Vessel during the pendency of this action while it is in National Maritime Services's custodianship; and
- f. Comply with all Orders of this Court regarding the Vessel and National Maritime Services's custodianship of the Vessel.

4. National Maritime Services charges an arrest fee of \$1,950, and will perform the services listed above as substitute custodian for the Vessel at a charge of \$500 per day, plus watchman fee of \$500 per day, plus a crew liability insurance charge of \$250.05 per day, together with any incurred and potentially expected expenses such as launch services and travel. National Maritime Services will seek Court approval of any extraordinary expenses relating to its substitute custodianship of the Vessel.

5. National Maritime has assets and insurance adequate to respond to damage for loss

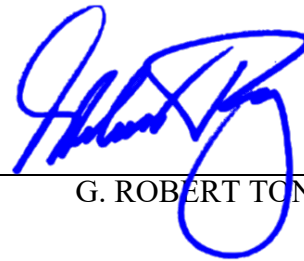
1 of, or injury to, the Vessel during custody and for damages sustained by third parties due to any
2 negligence of National or its employees or agents during custody. National maintains such
3 insurance through several reputable insurance companies in a minimum amount of \$4,000,000.
4 National will hold harmless and indemnify the United States and the U.S. Marshal's Service from
5 any claims against either of them arising out of the negligent performance of any duties it
6 undertakes as Substitute Custodian. A copy of our current Certificate of Liability Insurance is
7 attached as Exhibit A.

8 6. National Maritime Services agrees to accept substitute custodianship of the Vessel
9 in accordance with the Order Appointing Substitute Custodian.

10 7. All costs and expenses incidental to the keeping of the Vessel will be paid initially
11 by Plaintiff World Fuel Services (Singapore) PTE LTD. The U.S. Marshal will not assume
12 liability for any costs incurred incidental to a Court-appointed custodianship.

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14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct, and that this Declaration was executed on October 21, 2020, in Fort Lauderdale,
16 Florida.

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G. ROBERT TONEY